

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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JTMERC LLC,	:	
	:	Docket No. 11-cv-0605-NRB
Plaintiff,	:	
	:	
-against-	:	
	:	
ANGLO IRISH BANK CORPORATION	:	
LIMITED,	:	
	:	
Defendant.	:	
-----	X	

**DEFENDANT'S RESPONSE TO PLAINTIFF'S LOCAL RULE 56.1 STATEMENT**

Defendant Anglo Irish Bank Corporation Limited ("Anglo Irish") sets forth herein its response to the Local Rule 56.1 Statement of plaintiff JTMERC LLC ("JTMERC").

1. Undisputed.
2. Undisputed.
3. Disputed. A question of material fact exists as to whether the Agreement was modified by JTMERC's course of conduct and communications. (Affidavit of Terence Baydala, sworn to on May 31, 2011, ¶ 8 (the "Baydala Aff.")).
4. Disputed. A question of material fact exists as to whether the Agreement was modified by JTMERC's course of conduct and communications. (Baydala Aff., ¶ 8).
5. Disputed. A question of material fact exists as to whether the Agreement was modified by JTMERC's course of conduct and communications. (*Id.*)
6. Undisputed.
7. Undisputed.
8. Undisputed.

Pursuant to Local Rule 56.1(b), Anglo Irish states that there are the following additional material facts as to which it contends that there exists a genuine issue to be tried:

1. The Agreement was modified by JTMERC's course of conduct and communications.
2. The modified Agreement allowed Anglo Irish to apply the \$250,694.95 escrow deposit against the principal balance of the Loan without giving JTMERC a credit or reimbursing JTMERC.

Dated: New York, New York.  
May 31, 2011

Respectfully submitted,

TROUTMAN SANDERS LLP

By: /s/ Aurora Cassirer

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